REMARKS

Reconsideration and allowance of the subject application are respectfully requested.

Claims 1-8 are all the claims pending in the application. In response to the Office Action,

Applicant respectfully submits that the claims define patentable subject matter.

Claims 1, 4, 5, 7, and 8 remain rejected under 35 U.S.C. § 103(a) as being unpatentable

over Suonvieri (U.S. Patent No. 6,445,919) in view of Schuetze et al. (U.S. Patent No.

6,101,320, hereafter "Schuetze"). Claims 2 and 6 remain rejected under 35 U.S.C. § 103(a) as

being unpatentable over Suonvieri in view of Schuetze and further in view of Lucas et al. (U.S.

Patent Application Publication No. 2005/0278710, hereafter "Lucas"). Claim 3 remains rejected

under 35 U.S.C. § 103(a) as being unpatentable over Suonvieri in view of Schuetze and further

in view of Rubenstein et al. (U.S. Patent No. 6,757,373, hereafter "Rubenstein"). Applicant

respectfully traverses the prior art rejections.

As a preliminary matter, Applicant thanks the Examiner for the courtesies extended to

Applicant's representative during the personal interview conducted on November 5, 2008.

During the interview, Applicant's representative pointed out the differences between the claimed

invention and the cited prior art. Specifically, Applicant's representative submitted that

Suonvieri does not teach or suggest "identifying at said mediation server a <u>change</u> in used data

exchange format from a first used data exchange format to <u>a second identified</u> data exchange

format", as recited in claims 1 and 5. Suonvieri converts all received data into a <u>uniform data

format</u>. The Examiner agreed that this feature of the claims is not taught by Suonvieri, and

indicated that the rejection would be reconsidered upon receipt of Applicant's Response.

In the previous Office Action dated February 22, 2008, the Examiner asserted that

Suonvieri discloses all of the features of independent claim 1 and analogous independent claim 5

except for the element "dynamically switching from said used first data exchange format to said second identified data exchange format", as recited in the claims. The Examiner thus relied on Schuetze to allegedly cure this conceded deficiency, and contended that it would have been obvious to one of ordinary skill in the art to combine the cited references in order to "provide method for exchanging data between separate organizations which may use dissimilar formats to receive and send data".[2]

In the Response filed on May 22, 2008, Applicant submitted that there is simply no teaching or suggestion in Suonvieri of the element "identifying at said mediation server a change in used data exchange format from a first used data exchange format to a second identified data exchange format", as recited in the claims.

In response, the Examiner asserts:

> The Examiner respectfully disagrees with Applicant's argument because the current claim language is broad enough to be met by Sounviervi [sic] and Schuetze. Sounviervi and Schuetze clearly disclose identifying at said mediation server (see Sounviervi, col. 3, lines 46-57 (identifies the type of message coming)) a change in used data exchange format from a first data exchange format to a second identified data exchange format (see Sounviervi, col. 2, line 61 to col. 3, line 3 (conversion file contains information about the message formats used by the different network elements and how the contents of the fields are to converted from one format to another)); and dynamically switching from first data (see Schuetze, col. 3, lines 24-25 (sending electronic mail in one of a plurality of distinct formats)) exchange format to said second identified data exchange format (see Schuetze, col. 3, lines 25-27, gateway

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[2] Page 3 of the Office Action dated February 22, 2008.

means for converting the electronic mail into the new format (recipient's format)).[3]

Applicant respectfully disagrees with the Examiner's position and again submits that the cited references have little or no relevance to the claimed invention. Applicant further submits that the Examiner's position appears to be based on a misinterpretation of the cited references, specifically, Suonvieri.

First, although it may be true that during examination the claims may be broadly interpreted in light of the specification, Applicant respectfully submits that the standard for claim interpretation is not the broadest possible meaning of the claim terms, but rather the broadest *reasonable* interpretation consistent with the specification. See MPEP 2111. Applicant respectfully submits that the Examiner's interpretation of the claim language is wholly unreasonable since the claimed element "identifying at said mediation server a change in used data exchange format from a first used data exchange format to a second identified data exchange format", does not read on the teachings of Suonvieri.

The claimed invention requires that a mediation server identify a change in used data exchange format from a first data exchange format to a second identified data exchange format. Accordingly, the mediation server detects a change in the data exchange format upon reception of data from c network element. The mediation server can identify a change in the data exchange format used by one network element while handling several network elements using different data formats. Upon identifying such a change, the mediation server is able to

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[3] Page 2 of the Office Action dated August 8, 2008.

dynamically switch from an old data exchange format a new identified data exchange format without performing a reboot of the Operation and Maintenance Center.

The features of the claimed invention <u>clearly</u> differ from the teachings of Suonvieri. Suonvieri teaches a method for controlling different types of network elements with the same management system. Messages transmitted by a network element are converted to a format understood by the management system. The Examiner appears to assert that the feature "identifying at said mediation server a change in used data exchange format from a first used data exchange format to a second identified data exchange format", reads on the teaching of Suonvieri that a conversion file contains information about the message formats used by the different network elements and how the contents of the fields are to be converted from one format to another (column 2, lines 62-65). However, Suonvieri does not <u>identify</u> a <u>change</u> in data format from a used data exchange format to a second identified data format as required by the claims. Suonvieri converts a data stream (or messages) coming from repeaters to a uniform format.

Applicant again notes that the Examiner has not specifically indicated how the claimed first data exchange format and the claimed second data exchange format allegedly read on the cited reference.

The Examiner acknowledges that Suonvieri fails to teach or suggest the feature "dynamically switching from said used first data exchange format to said second identified data exchange format", as recited in claims 1 and 5. The Examiner thus relies on Schuetze to allegedly overcome this deficiency.

Schuetze generally relates to a system for exchanging electronic mail between different organizations which have dissimilar email systems (column 2, lines 61-65). The system

determines the email format used by a recipient organization and converts the email into the recipient's format from the identity of the recipient's organization in the email sent from a sending organization and converts the email into the recipient's format (the Abstract). The recipient's format is determined by searching for information regarding the recipient's organization in internal and external databases (the Abstract).

However, Schuetze does not teach or suggest identifying a change in used data format from a used data for to a second identified data format and then dynamically switching from the used data format to the identified data format, as required by the claims. In Schuetze, the email format for an organization which uses MS MAIL would remain as MS MAIL, therefore, Schuetze cannot disclose "identifying a change in used data format" and then switching to the identified data format, as required by the claims. Schuetze merely converts a received email to the recipients format.

Applicant further notes that the Examiner has not indicated how the claimed first used data exchange format and the claimed identified second data exchange format allegedly read on the cited reference.

Moreover, the Examiner does not address how one of ordinary skill in the art would have been able to modify Suonvieri in view of Schuetze to produce the claimed invention since the Suonvieri system is based on communications within a single network, while Schuetze relates to communication between multiple networks. The references are directed to completely different objects such that there is no reason to combine or modify their teachings in view of each other.

With respect to claim 4, in the previous Response, Applicant submitted that that there is no teaching or suggestion in the cited references of the feature "data exchanged between at least one of said network elements and said Operation and Maintenance Center contains a new

software version download from the Operation and Maintenance Center to said at least one of

said network elements", as recited in the claim.

In response, the Examiner repeats the prior rejection and asserts:

The Examiner respectfully disagrees with Applicant's argument because the
current claim language is broad enough to be met by Sounviervi (sic) and
Schuetze. Sounviervi and Schuetze clearly disclose data exchanged between
said at least one of said network element (see Sounviervi, col. 2, lines 61-65)
and said Operation (see Suonvieri, fig. 4, NMS) and Maintenance Center
contains a new software version download (see Schuetze, col. 6, lines 36-46)
from the Operation and Maintenance Center (see Suonvieri, fig. 4, NMS) to
said at least one of said network element (see Suonvieri, col. 2, lines 61-65).[4]

Applicant again disagrees with the Examiner's position and respectfully submits that the

cited references have has no relevance to the claimed invention.

As best understood, the Examiner appears to assert that the claimed "new software

version download from the Operation and Maintenance Center to said at least one of said

network elements" reads on the teaching in column 6, lines 36-46 of Schuetze. Schuetze

discloses that if a routing unit does not locate the recipient's organization among plural

organizations stored in a memory unit, the routing unit searches remote databases for information

regarding the recipient organization and download the information regarding the electronic

format used by the recipient organization from the remote databases. The electronic mail is then

routed to a mail exchanger (column 6, lines 28-46). Nowhere does this cited portion (or any

other portion) of Schuetze teach or suggest that data exchanged between a network element and

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[4] Page 3 of the Office Action dated August 8, 2008.

an Operation and Maintenance Center contains a <u>software version download</u> from the Operations

and Maintenance Center to the network element, as recited in the claim.

Further, Rubenstein and Lucas do not cure the deficiencies of Suonvieri and Schuetze.

Accordingly, Applicant respectfully submits that independent claims 1 and 5 should be

allowable because the cited references do not teach or suggest all of the features of the claims.

Claims 2-4 and 6-8 should also be allowable at least by virtue of their dependency on

independent claims 1 and 5.

In view of the above, reconsideration and allowance of this application are now believed

to be in order, and such actions are hereby solicited. If any points remain in issue which the

Examiner feels may be best resolved through a personal or telephone interview, the Examiner is

kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue

Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any

overpayments to said Deposit Account.

Respectfully submitted,

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